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10  
11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13

14 TRUNG NGUYEN, Derivatively on Behalf of  
15 Nominal Defendant BERKELEY LIGHTS,  
INC.,

16 Plaintiff,

17 v.

18 ERIC D. HOBBS, SHAUN M. HOLT, KURT  
WOOD, SARAH BOYCE, JOHN  
19 CHIMINSKI, IGOR KHANDROS,  
GREGORY LUCIER, MICHAEL MARKS,  
20 MICHAEL MORITZ, ELIZABETH  
NELSON, and JAMES ROTHMAN,

21 Defendants,

22 and

23 BERKELEY LIGHTS, INC.,

24 Nominal Defendant.  
25  
26  
27  
28

Case No. 4:22-cv-01693-HSG

**STIPULATION AND ORDER  
VOLUNTARILY DISMISSING  
ACTION PURSUANT TO FEDERAL  
RULES OF CIVIL PROCEDURE 23.1  
AND 41**

1 Plaintiff Trung Nguyen (“Plaintiff”); Defendants Eric D. Hobbs, Shaun M. Holt, Kurt  
2 Wood, Sarah Boyce, John Chiminski, Igor Khandros, Gregory Lucier, Michael Marks, Michael  
3 Moritz, Elizabeth Nelson, and James Rothman (“Individual Defendants”); and Nominal Defendant  
4 Berkeley Lights, Inc. (l/k/a PhenomeX Inc.) (each a “Party,” and collectively the “Parties”), by  
5 and through their undersigned counsel, hereby stipulate and agree as follows and jointly request  
6 that the Court enter the Order accompanying this Stipulation.

7 WHEREAS, on March 16, 2022, Plaintiff commenced the above-captioned action  
8 (“Action”), asserting claims derivatively on behalf of Berkeley Lights, Inc. (“Berkeley”) against  
9 the Individual Defendants (ECF No. 1);

10 WHEREAS, on May 23, 2022, the Court granted the Parties’ stipulation to stay the Action  
11 pending a ruling on the motion to dismiss the related securities class action captioned *Ng v.*  
12 *Berkeley Lights, Inc., et al.*, No. 3:21-cv-09497 (N.D. Cal.) (ECF No. 20);

13 WHEREAS, in October 2023, Berkeley was acquired in an all-cash transaction by Bruker  
14 Corporation, such that Berkeley’s shareholders before the acquisition are no longer shareholders  
15 of the company;

16 WHEREAS, after due consideration of Plaintiff’s standing to pursue claims derivatively on  
17 behalf of Berkeley in the wake of its acquisition, Plaintiff wishes to voluntarily dismiss the Action  
18 pursuant to Rules 23.1(c) and 41(a) of the Federal Rules of Civil Procedure, without prejudice as  
19 to Plaintiff, Nominal Defendant, and/or any other Berkeley shareholder;

20 WHEREAS, the Parties agree that the dismissal is not, and shall not be deemed to be, an  
21 adjudication of the Action on the merits, and that each Party shall bear its own fees and costs  
22 incurred in connection with the Action; and

23 WHEREAS, the Parties agree and respectfully submit that notice to shareholders of this  
24 dismissal is unnecessary here because: (i) the dismissal is without prejudice to the ability of any  
25 Berkeley shareholder, or Berkeley itself, to pursue the claims; (ii) there has been no settlement or  
26 compromise of the Action; (iii) there has been no collusion among the Parties; and (iv) neither  
27 Plaintiff nor his counsel has received or will receive directly or indirectly any consideration from  
28 Defendants for the dismissal.

1 NOW, THEREFORE, the Parties hereby stipulate and agree, subject to the Court's  
2 approval, as follows:

3 1. This Action shall be dismissed without prejudice as to Plaintiff, Berkeley, and/or  
4 any other Berkeley shareholder.

5 2. The Parties shall bear their own fees and costs in connection with the Action.

6 DATED: February 23, 2024

GLANCY PRONGAY & MURRAY LLP

7 By: /s/ Pavithra Rajesh

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17 *Attorneys for Plaintiff*

18 DATED: February 23, 2024

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Pursuant to Civil L.R. 5-1(i)(3), all signatories concur in filing this stipulation.

Dated: February 23, 2024

/s/ Pavithra Rajesh  
Pavithra Rajesh

\* \* \*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 2/26/2024

Haywood S. Gilliam, Jr.  
Hon.. Haywood S. Gilliam, Jr.  
United States District Judge